

AGREEMENT

THIS AGREEMENT is made and entered into this 15th day of March, 2003,
by and between Leon County, Florida, a political subdivision of the State of Florida
("County") and The Economic Development Council of Tallahassee/Leon County, Inc.
("Grantee").

WHEREAS, Leon County, by and through its Board of County Commissioners, at its
final public hearing on the fiscal year 2003/04 budget on the 23rd day of September, 2003
approved a disbursement of \$210,000.00 out of the County's General Funds effective October
1, 2003 for the following reason(s):

1. To continue a city/county economic development program.
2. For the Expansion, Retention and Recruitment of targeted businesses generating 550
jobs for Tallahassee and Leon County.
3. To provide site location services to new and expanding businesses.
4. To provide economic/demographic publications and research.
5. To assess needs of existing businesses by telephone, mail survey and solicitation visits.
6. To assist County Chair or designated commissioners in community presentations or
economic development workshops.
7. To coordinate the "Capital Region" Economic Development Initiatives.
8. To coordinate the Association Industry Task Force designed to retain and attract
Associations to the Capital Region.

WHEREAS, the Grantee has on file with the Board of County Commissioners of Leon
County a "Funding Request Application" dated the 20th day of March 2003, in which the
Grantee set out and identified the activities which it would undertake as a community service
and identified the person or persons responsible for overseeing and assuring that those services
would be delivered, and;

WHEREAS, the Grantee is a not for profit organization (501c3); and

WHEREAS, the funding herein is not to be construed by the Grantee as a continuing
obligation on the part of the County; and

WHEREAS, the parties are desirous of reducing their intention to writing:

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, the
parties to this Agreement do agree as follows:

1. The County hereby expresses its intent to disburse from its General Funds \$210,000.00 for the use and benefit of the Grantee to fund expenses as described in page 1, paragraph 2, numbers 1-8.

Notwithstanding the intention of the County to make this disbursement, the County specifically reserves the right to reduce, increase, or totally withdraw its financial commitment to the Grantee at any time and for any reason.

2. The disbursement of funds by the County to the Grantee shall be disbursed in a lump sum after the Office of Management and Budget (OMB) receives an invoice for the services performed and is subject to funds being appropriated effective November 15, 2003.
3. The Grantee will provide the County with a annual status report on meeting program objectives, unless exempted under Section 3, no later than the 15th working day November 2004 for fiscal year 2003/04.
4. "If the grantee expends less than \$300,000 in a year from all funding, the grantee is exempt from County audit requirements for that year. However, the agency will still be responsible for producing unaudited financial statements. If the grantee expends \$300,000 or more in a fiscal year from the County, State, Federal, and all other funding, an independent public accountant shall be employed to conduct a financial and compliance audit of its records. In addition to the above, the grantee shall provide the County Office of Management and Budget (OMB), for their review, a copy of any audit received. All audits shall be submitted to the County OMB within thirty days of receipt of issued report. The County reserves the right to conduct financial and program monitoring and to perform an audit of the Agency's records. An audit by the County shall encompass an examination of all financial transactions, all accounts and reports, as well as an evaluation of compliance with the terms and conditions of this AGREEMENT."
5. Prior to the release of funding in October, 2003, OMB shall review the annual report to determine whether adequate progress has been made towards reaching the goals set forth in the Three Year Strategic Plan, Fiscal Year 1999-2002. OMB shall have the discretion to release the remaining funds or a portion thereof or to require further documentation. If at year-end, the job related goals have not been met, the County may require repayment of a proportional share of the \$210,000.00 of funding provided or it may carry forward those jobs to be created, thereby increasing the number of jobs to be achieved in the next year.
6. Nothing herein contained is intended or should be construed as creating or establishing the relationship of agency, partners, or employment between the parties hereto, or as constituting either party as the agent or representative of the other for any purpose. Grantee is not authorized to bind County to any contracts or other obligations and shall not expressly or implied represent to any party that Grantee and County are partners or that Grantee is the agent or representative of County.
7. The Grantee will comply with all applicable laws, ordinances, and regulations governing their operations.

8. In the event the County makes the disbursement, the Grantee shall maintain and keep any and all records necessary to substantiate that the Grantee has expended funds consistent with the activities as set out in its "Funding Request Application."
9. The Grantee shall produce to the County upon request any and all records that the County may direct to determine that the monies distributed to it by the County are being spent in accordance with the "Funding Request Application."
10. The Grantee shall conduct its funded activities in such a manner as to provide for nondiscrimination and full equality of opportunity regardless of race, color, religion, national origin, sex, age, handicap, marital status, or political affiliation or beliefs. Therefore, the Grantee agrees to comply with Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Florida Human Rights Act, and the American Disabilities Act of 1990.
11. The Grantee agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or due to the breach of this agreement by the Grantee, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Grantee, including but not limited to costs and a reasonable attorney's fee. The County may at its option, defend itself or allow the Grantee to provide the defense.
12. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands thi
2004.

Attachment # 2
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LEON COUNTY, FLORIDA

BY: Jane G. Sauls
Jane G. Sauls, Chairman
Board of County Commissioners

ATTEST:

Bob Inzer, Clerk of Circuit Court

By: [Signature]

Approved as to Form:
By: [Signature]
Herbert W. A. Thiele, Esq.
County Attorney

The Economic Development Council
of Tallahassee / Leon County Inc.
Name of Organization

By: [Signature]

As Its: President

Attest: [Signature]

As Its: VP, Finance & Administration